

CABIN RENTAL AGREEMENT

Cherry Lane Cabins
3119 - 3128 Cherry Lane
Webb Lake, WI 54830
715-259-7931

This agreement is made this _____ day of _____, 2009 between Name(s) _____ (hereinafter called Tenant) and William and Donne Rolfes (hereinafter called Landlord) concerning the rental of the property located at 3121 3119 3117 3124 3128 Cherry Lane, Webb Lake, WI 54830 also know as Unit #1 2 3 4 5 of Cherry Lane Cabins Condominium.

Terms and Conditions:

1. The rental period shall be for ____ months, beginning at 9 am on _____, 2009 and ending at 9 am on _____, 2009.
2. The **Rental Amount** shall be \$ _____, to which is added

a **Security Deposit** of **\$250.00** which is refundable according to the Terms and Conditions, resulting in

the **Total Amount Due** of \$ _____ .

A **Rental Deposit** of \$ _____ was received on _____, 2009, leaving

a **Balance** of \$ _____, of which _____ is due by _____, 2009 and _____ is due by _____, 2009.
3. "Cabin" or "unit" refers to the specific building occupied by Tenant. "Premises" refers to all property that is part of the Cherry Lane Cabins Condominium, including Tenant's cabin, other cabins, land, buildings, beach and docks.
4. The cabins are furnished and basic kitchen equipment is provided including cups, knives, forks, spoons, dishes, pots, pans, utensils, coffee maker and other items. Landlord shall provide an initial supply of basic cleaning materials. Tenant is responsible for all additional consumable items. Tenant must supply their own sheets, pillow cases, towels, trash bags and toilet paper.
5. The rental does not include a garage space.
6. Landlord shall provide electric and/or gas utilities May through September only. Tenant shall turn off heat and lights on days that Tenant is not occupying the cabin. Landlord also provides water and sewer service. No other services are provided. Tenant shall pay electric and/or gas utility costs October through April.
7. Tenant shall maintain the premises in a good, clean condition, and use the premises only in a careful and lawful manner. Tenant shall leave the premises in a ready to rent condition at the expiration of the rental agreement. Landlord will provide a final cleaning checklist. If Tenant chooses to have Landlord perform final cleaning, a cleaning fee of \$100 shall apply. Tenant agrees that Landlord shall deduct from the security deposit any cleaning cost and the cost of any damage to the premises caused by Tenant above and beyond normal wear and tear.
8. Tenant shall dispose of all waste material generated during the rental period in a lawful manner. Tenant is cautioned not to leave trash outside for long periods of time because it attracts

animals. Should Tenant choose to use the Webb Lake dump to dispose of waste, Landlord shall provide a permit. Recycling is required at the Webb Lake dump.

9. The declaration and bylaws of Cherry Lane Cabins Condominium apply. These can be found at www.lake-cabins.com, and include provisions regarding the following:

a. Well behaved house pets are permitted. Tenant shall clean up after pets and assumes responsibility for any consequential damages or liabilities. (Declaration, Paragraph 13) Tenant is advised that Wisconsin has a leash law.

b. The premises shall not be used in any manner which would be disturbing or be a nuisance to others (Bylaws, Article VIII(B))

c. The use of recreational vehicles on the premises is limited to ingress and egress (Declaration, Paragraph 12)

d. Common areas shall not be obstructed, littered, defaced, or misused in any manner (Bylaws, Article VIII(D) and (E)). Tenant shall have shared use along with other tenants or unit owners of the beach, docks, rowboats, fire rings, fish cleaning house, open spaces, and other common property on the premises. Tenant may dock a boat on a space available basis.

10. Tenant expressly acknowledges that this Agreement is for temporary seasonal occupancy only, and that Tenant does not intend to make the property a full time residence.

11. Tenant shall not sublet the property.

12. Tenant shall have no more than 2 persons reside in the cabin for each double bed and sleeper sofa provided in the cabin. (Example: 2 bedroom cabin has 2 beds and 1 sleeper sofa = 6 people).

13. There shall be no smoking inside the cabin. Smoking is permitted outside.

14. The property is for sale, and it may be shown to qualified buyers during Tenant's stay. Every effort will be made to schedule showings at a convenient time and not interrupt Tenant's vacation. Realtors will be requested to provide 48 hour notice before a showing. Tenant shall be out of the cabin during the showing. Landlord will compensate Tenant \$25 each day for the inconvenience of showings if they occur on a day Tenant is physically present at the property.

15. If Tenant should decide to purchase a cabin, the rent shall be applied toward the purchase price.

16. Tenants and Tenant's Guests shall hereby indemnify and hold harmless the Landlord against any and all claims of personal injury or property damage or loss arising from use of the premises regardless of the nature of the accident, injury or loss.

17. It is the tenant's responsibility to learn and heed laws, ordinances, and safety procedures concerning swimming, boating, fishing, personal water craft and recreational vehicles. A good source of information is www.dnr.state.wi.us. Tenant is hereby notified that the lake, beach, docks and boats can be dangerous and tenant accepts fully the risks involved. Tenant agrees to have a responsible adult to supervise minors in or near the water at all times. Between the hours of 5 pm and 10 am the lake has slow – no wake speed restrictions.

18. It is Tenant's responsibility to learn about environmental and natural hazards and take suitable precautions. Tenant is hereby notified that the premises is located in a rural area, and a variety of hazards exists on the premises and in the immediate surroundings. These include weather, terrain features, plants, animals, insects, and microbes.

19. Firearms and other weapons may not be discharged on the premises. Only legally owned and permitted firearms shall be allowed on the premises and must be handled according to state and local laws.

20. Fireworks and other hazardous materials shall not be used in or around the property.
21. Tenant is advised that there are gas stoves, gas heating units, gas and charcoal grills, wood burning fireplaces and fire rings on the premises. Tenant shall seek help from Landlord if the safe and proper operation of such items is not fully understood. Outdoor fires other than campfires in fire rings require a DNR permit.
22. Tenant is advised that electric baseboard heaters can become very hot. They must be kept clutter free and not be covered with any flammable items.
23. The cabin has a fire extinguisher installed near the kitchen area. Tenant is responsible to inform Landlord immediately should the fire extinguisher become less than fully charged or has any other problem. Tenant agrees to use the fire extinguisher only for true emergencies.
24. The cabin has fire alarms installed. Landlord shall insure they are operable before the rental period, and Tenant will notify Landlord immediately if a fire alarm “chirps”, has a low battery condition or fails in any way.
25. Tenant is advised that there is no carbon monoxide detector in the cabin and accepts the risk involved in not having one.
26. Tenant is responsible for their personal security on the premises by locking doors, windows, garage doors, etc. when it is prudent to do so.
27. Landlord have the right to inspect the premises without prior notice at any time to enforce the terms of this agreement. Should the Tenant violate any of the terms of this agreement, the rental period shall be terminated immediately. The Tenant waives all rights to process if Tenant fails to vacate the premises upon termination of the rental period. The Tenant shall vacate the premises at the expiration time and date of this agreement.
28. Tenant agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by Landlord in enforcing this agreement.
29. Valuable items left behind by Tenant will be held for the Tenant and every reasonable effort will be made to contact the Tenant for their return. The Landlord shall not be help liable for condition of such items. If items are not claimed for longer than 6 months, then Landlord may use or dispose of the items.
30. The Rental Deposit is fully refundable up to 6 (six) weeks prior to the beginning of the rental period. After six weeks prior to the rental period Landlord shall have the right to retain the initial Rental Deposit.

Acknowledgement:

We agree to the above terms and conditions.

Tenant (sign)_____ Tenant (sign)_____

Date _____ Date _____

Landlord (sign)_____

Date _____

Contact Information

Landlord

William and Donne Rolfes
2249 Penn Place
North St Paul, MN 55109
651-748-2807 (Home)
715-259-7931 (Bill cell phone)

Tenant

(print name) _____
(residence address) _____
(residence city, state,zip) _____
(phone) _____
(alt phone) _____

Tenant

(print name) _____
(residence address) _____
(residence city, state,zip) _____
(phone) _____
(alt phone) _____

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